



# Library of Things Malton & Norton Membership Agreement

Email: [libraryofthingmn@gmail.com](mailto:libraryofthingmn@gmail.com)

## General T&C Library of Things Malton & Norton

Members must be age 18 or over to borrow items from the Library of Things Malton & Norton (LoT MN). Only Members of LoT MN are eligible to borrow items. Prior to borrowing items, all Members must (a) complete a Membership Application Form; (b) sign the Liability Waiver and Indemnification Form; and (c) Pay the Membership Fee. **A photo ID with address or a bank card and bill with address will be required the first time borrowing an item.**

The borrowing fees must be paid prior to borrowing items from LoT MN. Borrowing fees pay for LoT MN Staff, item maintenance, replacement parts, new items and upkeep. By taking possession of any item, the Member represents to LoT MN that he or she (a) has no mental or physical incapacity that would affect his or her ability to use the item safely and (b) is capable of using the item in a safe and proper manner.

All items will be lent for a specified period time and are to be returned to LoT MN on the specified Return Date. Items may only be returned during LoT MN opening hours. All items are to be returned in the same (or better) condition as they were issued, barring normal wear and tear. All items must be returned clean. The Member agrees to pay for the loss of or damage to any item and while normal wear and tear is to be expected, it does not necessarily exempt LoT MN members from accruing repair fees. The Member further agrees to accept LoT MN staff assessment of the condition of returned items and staff's assessment of fair restitution for damage, or loss of items in part or in total. This restitution amount will not exceed replacement cost of the item plus handling and processing fees items.

The Member agrees that LoT MN is not responsible for any defects in quality of workmanship or materials inherent in any borrowed items. Each time you take an item out you must check it visually before you take it. LoT MN exclude all liability for damage to property, death or personal injury.

When borrowing electrical equipment, the Member must check visible wires and plug for any damage before use. If the Member is using the item outside, moving it about, or using it in circumstances where it may encounter water, anything sharp or other electrical wiring, a circuit breaker must be used. Personal Protective Equipment should be worn where appropriate, including but not limited to, eye protection, ear protection, gloves, etc.

LoT MN reserves the right to limit the number of items borrowed or refuse the loan of any item at the staff's discretion. We reserve the right to change these terms and conditions at any time, and you agree to abide by the most recent version of this Terms of Use Agreement each time you borrow from the LoT MN.

LoT MN takes the privacy of our members data seriously and will only use your personal information for administration purposes and for communicating with you about your membership. Only the

Trustees, Staff and Volunteers, will be able to access your information. We will never share or sell your data without your express permission.

Please contact [libraryofthingmn@gmail.com](mailto:libraryofthingmn@gmail.com) if you wish information held on you to be removed completely.

## Liability Waiver and Indemnification Information

The items in our collection are for the use of Library of Things Malton & Norton (LoT MN) members. Out of respect for future users, please take care of the items you borrow and report any damage to LoT MN immediately. Though borrowers are responsible for unreasonable damage that they have caused, we will not charge for reasonable wear & tear.

### **Your Statements – READ THIS CAREFULLY**

I am capable and experienced in using the items I am borrowing, and that I will use the items I am borrowing in a safe and proper manner. I am aware that the Library of Things Malton & Norton, its partners, directors, officers, members, volunteers and employees claim no expertise and make no representation concerning the fitness of any item for any particular use.

I understand that I am solely responsible for ensuring that the tools and/or equipment that I borrow are used for the purpose for which it/they were intended. I borrow these items on the condition of doing the aforesaid and thereby hold LoT MN, it's officers, employees and volunteers harmless for any damage to personal property, death or injury to self or others through improper or negligent use of the tools and/or equipment. I further agree to fully indemnify LoT MN against any claim(s) for damages that arise from the damage to or destruction of the property of any third party that arises through the improper or negligent use of any tools or equipment borrowed from LoT MN.

I have read and fully understand and agree to the General Terms & Conditions LoT MN and I understand that failure to comply with any of these rules may result in revocation of my borrowing privileges and/or legal action against me.

## Membership Form

By signing below, I hereby acknowledge that I have completely read, fully understand, and agree to the "General Terms and Conditions" & "Liability Waiver and Indemnification Information" from the Library of Things Malton & Norton. The signing Member affirms that the information provided on the Membership Application is current, true, and correct.

I have read and accept the following:

- Liability Waiver and Indemnification Form for the Library of Things Malton & Norton
- General Terms and Conditions of the Library of Things Malton & Norton
- Membership Form

### Member Details

Full Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

PostCode: \_\_\_\_\_

Contact Tel No: \_\_\_\_\_

Email address: \_\_\_\_\_

### LoT MN Staff Only

Full Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Date: \_\_\_\_\_ Proof ID: Driving Licence / Bank Card and Bill